

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 44
2. Contract No.		3. Solicitation No. DAAA09-03-R-0129		4. Type of Solicitation Negotiated (RFP)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ JMC AMSOS-CCC-L ROCK ISLAND, IL 61299-6000 BLDG 350			Code W52P1J	8. Address Offer To (If Other Than Item 7) HQ JMC CONTRACTING & PARC CENTER ATTN AMSJM-CC ROCK ISLAND, IL 61299-6000		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in AMSJM-CC BLDG 350 CONTRACTING CTR until 04:45pm (hour) local time 2003AUG04 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name JAN BATSON E-mail address: BATSONJ@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-5452
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	
				18. Offer Date	

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date 2003AUG04	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-R-0129 MOD/AMD	Page 2 of 44
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.215-4501 OSC	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2	AMC	AMC-LEVEL PROTEST PROGRAM	OCT/1996
***		(End of clause)	
(AM7010)			
A-3	52.246-4501 OSC	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM	APR/1997
***		(End of clause)	
(AS7000)			
A-4	52.252-4500 OSC	FULL TEXT CLAUSES	SEP/1997

1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (***).

2. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aais/osc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

ITEM: M7 BLASTING CAP

NSN: 1375-01-315-1335/M131

1. THIS REQUEST FOR PROPOSAL DAAA09-03-R-0129 IS RESTRICTED AS A 100% SMALL BUSINESS SET-ASIDE FOR THE M7 BLASTING CAP, NSN: 1375-01-315-1335/M131. AWARD WILL BE MADE ON AN F.O.B. ORIGIN WITH FIRST ARTICLE BASIS.

2. THE RESULTING CONTRACT WILL BE A FIRM FIXED PRICE, FIVE YEAR REQUIREMENTS CONTRACT (FY03 - FY07) WHERE THE PRICING OF EACH ORDER WILL BE BASED UPON RANGE OF PRICES/QUANTITIES. UNIT PRICES WILL BE EFFECTIVE FOR EACH CALENDAR YEAR. THE FIRST CALENDAR YEAR WILL BE FROM DATE OF AWARD TO DECEMBER 31, 2003. ALL REMAINING YEARS WILL RUN JANUARY 1 TO DECEMBER 31. DELIVERY ORDERS PLACED AGAINST THE CONTRACT WILL REFLECT THE APPLICABLE UNIT PRICES FOR THE CUMULATIVE QUANTITIES AWARDED AT THE TIME THE DELIVERY ORDER IS PLACED. AT THE END OF EACH CALENDAR YEAR, ALL DELIVERY ORDERS AWARDED DURING THAT YEAR WILL BE MODIFIED TO REFLECT THE APPROPRIATE RANGE PRICE ASSOCIATED WITH THAT YEAR'S TOTAL (CUMULATIVE) PRODUCTION QUANTITY, AND THE TOTAL CONTRACT AMOUNT WILL BE ADJUSTED ACCORDINGLY. THE GOVERNMENT DOES NOT GUARANTEE QUANTITY IN ANY GIVEN YEAR OF THE CONTRACT PERIOD (IF THE REQUIREMENTS FOR ANY GIVEN YEAR ARE ZERO (0), THE GOVERNMENT IS NOT RESPONSIBLE/LIABLE FOR ANY COSTS THAT THE CONTRACTOR MAY INCUR, NOR SHALL THERE BE ANY BASIS FOR AN EQUITABLE ADJUSTMENT).

3. THIS SOLICITATION IS A NEGOTIATED PROCUREMENT PURSUANT TO FAR 15. THE BEST VALUE APPROACH WILL BE USED TO SELECT THE MOST ADVANTAGEOUS OFFER TO THE GOVERNMENT. AWARD WILL BE MADE TO THE LOWEST PRICED, TECHNICALLY ACCEPTABLE, RESPONSIBLE OFFEROR COMPLYING THE THE TERMS OF THE REQUEST FOR PROPOSAL. THE GOVERNMENT ANTICIPATES RECEIVING ADEQUATE PRICE COMPETITION UNDER THIS SOLICITATION; THEREFORE, COST AND PRICING DATA IS NOT REQUIRED TO BE SUBMITTED WITH THE PROPOSAL. HOWEVER, IN THE EVENT THAT THE CONTRACTING OFFICER DETERMINES THAT ADEQUATE COMPETITION DOES NOT EXIST, THE GOVERNMENT RESERVES THE RIGHT TO REQUIRE THAT COST OR PRICING DATA BE SUBMITTED.

4. ISO 9001:2000, ONLY DESIGN/DEVELOPMENT EXCLUSIONS PERMITTED.

5. THIS ACQUISITION WILL BE AWARDED AS "ALL OR NOTHING". THERE WILL BE NO SPLIT AWARDS.

6. THE PROPOSED UNIT PRICES (NO MORE THAN FOUR (4) PLACES TO THE RIGHT OF THE DECIMAL POINT) ARE BASED ON QUANTITY RANGES DEVELOPED BY THE OFFERORS USING THE GOVERNMENT'S MINIMUM (FIRST UNIT OF THE LOWEST RANGE) AND MAXIMUM (LAST UNIT OF THE HIGHEST RANGE) QUANTITIES. THE OFFERORS MAY PROPOSE ANY NUMBER OF RANGES, BUT THE FIRST AND LAST RANGE SHALL INCLUDE THE GOVERNMENT'S MINIMUM AND MAXIMUM REQUIREMENTS OF 50,000 AND 3,000,000 EACH RESPECTIVELY (OFFERORS MAY PROPOSE ADDITIONAL PRICE/FACTOR RANGES ABOVE AND/OR BELOW THE SPECIFIED MINIMUM AND MAXIMUM RANGES ABOVE).

EXAMPLE:

PRODUCTION QTY	W/FIRST ARTICLE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
FIRST UNIT	LAST UNIT	UNIT	UNIT	UNIT	UNIT	UNIT
IN RANGE	IN RANGE	PRICE	PRICE	PRICE	PRICE	PRICE
50,000	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX
X,XXX,XXX	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX
X,XXX,XXX	3,000,000	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX

NOTE - THE ABOVE IS USED AN AN EXAMPLE ONLY. OFFERORS MAY PROPOSE ANY NUMBER OF RANGES/UNIT PRICES. UNIT PRICES SHOULD BE PROPOSED AND SHOWN AS NO MORE THAN FOUR (4) PLACES TO THE RIGHT OF THE DECIMAL POINT.

7. OFFERORS SHOULD TAKE NOTE OF THE PROVISION AT FAR 52.215-L, "INSTRUCTIONS OF OFFERORS - COMPETITIVE ACQUISITION." THE GOVERNMENT INTENDS TO AWARD A CONTRACT RESULTING FROM THIS SOLICITATION WITHOUT DISCUSSIONS WITH OFFERORS (EXCEPT CLARIFICATION DESCRIBED IN FAR 15.306(A)). OFFERORS INITIAL PROPOSALS SHOULD BE THEIR BEST. HOWEVER, THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF DETERMINED NECESSARY BY THE PROCURING CONTRACTING OFFICER.

8. IN ACCORDANCE WITH SOLICITATION CLAUSE, "REQUIRED CENTRAL CONTRACTOR REGISTRATION", 252.204-7004. FAILURE TO REGISTER IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE WILL MAKE AN OFFEROR INELIGIBLE FOR AWARD.

9. OFFERORS ARE CAUTIONED TO ENSURE THAT THEIR PROPOSALS ARE COMPLETE, INCLUDING ALL FILL-INS AND BLANKS IN THE SOLICITATION AND THE "BEST VALUE" INFORMATION IN SECTION L.

10. THIS EXECUTIVE SUMMARY IS PROVIDED FOR ADMINISTRATIVE ASSISTANCE ONLY AND IS NOT INTENDED TO ALTER THE TERMS AND CONDITIONS OF THE SOLICITATION PROVISIONS OF THE TECHNICAL DATA PACKAGE AND SOLICITATION SHALL PREVAIL OVER THIS EXECUTIVE SUMMARY.

11. REFERENCE IS MADE TO CLAUSE I-66, FAR 52.216-18, "ORDERING". FOR THE PURPOSE OF ORDERING UNDER THIS CONTRACT, THE JOINT MUNITIONS COMMAND IS THE ONLY DESIGNATED ORDERING ACTIVITY.

*** END OF NARRATIVE A 001 ***

[illegible]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																										
	<p>APPLICABLE TO CLIN 0001AA:</p> <p>MARK FOR" CUSTOMER MIPR ENTRY/MILSTRIP DOCUMENT NUMBERS</p> <p>. M6785423119195</p> <p>. M6785423119196</p> <p>. M6785423119197</p> <p>TRANSPORTATION (FDT/TAC) IS REQUIRED AS FOLLOWS:</p> <p>. 1200</p> <p>. 1200</p> <p>. 1200</p> <p>(End of narrative F001)</p> <p>THE PROPOSED UNIT PRICES (NO MORE THAN FOUR (4) PLACES TO THE RIGHT OF THE DECIMAL POINT) ARE BASED ON QUANTITY RANGES DEVELOPED BY OFFERORS USING THE GOVERNMENT'S MINIMUM (FIRST UNIT OF THE LOWEST RANGE) AND MAXIMUM (LAST UNIT OF THE HIGHEST RANGE) QUANTITIES. OFFERORS MAY PROPOSE ANY NUMBER OF RANGES, BUT THE FIRST AND LAST RANGE SHALL INCLUDE THE GOVERNMENT'S MINIMUM AND MAXIMUM REQUIREMENTS OF 50,000 AND 3,000,000 EACH RESPECTIVELY (OFFERORS MAY PROPOSE ADDITIONAL PRICE/FACTOR RANGES ABOVE AND/OR BELOW THE SPECIFIED MINIMUM AND MAXIMUM RANGES ABOVE).</p> <p>EXAMPLE:</p> <table><tr><td>PRODUCTION QTY</td><td>W/FIRST ARTICLE</td><td>YEAR 1</td><td>YEAR 2</td><td>YEAR 3</td><td>YEAR 4</td><td>YEAR 5</td></tr><tr><td>FIRST UNIT</td><td>LAST UNIT</td><td>UNIT</td><td>UNIT</td><td>UNIT</td><td>UNIT</td><td>UNIT</td></tr><tr><td>IN RANGE</td><td>IN RANGE</td><td>PRICE</td><td>PRICE</td><td>PRICE</td><td>PRICE</td><td>PRICE</td></tr><tr><td>50,000</td><td>X,XXX,XXX</td><td>.XXXX</td><td>.XXXX</td><td>.XXXX</td><td>.XXXX</td><td>.XXXX</td></tr><tr><td>X,XXX,XXX</td><td>X,XXX,XXX</td><td>.XXXX</td><td>.XXXX</td><td>.XXXX</td><td>.XXXX</td><td>.XXXX</td></tr><tr><td>X,XXX,XXX</td><td>3,000,000</td><td>.XXXX</td><td>.XXXX</td><td>.XXXX</td><td>.XXXX</td><td>.XXXX</td></tr></table> <p>NOTE - THE ABOVE IS USED AN AN EXAMPLE ONLY. OFFERORS MAY PROPOSE ANY NUMBER OF RANGES/UNIT PRICES. UNIT PRICES SHOULD BE PROPOSED AND SHOWN AS NO MORE THAN FOUR (4) PLACES TO THE RIGHT OF THE DECIMAL POINT.</p> <p>(End of narrative F002)</p>	PRODUCTION QTY	W/FIRST ARTICLE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	FIRST UNIT	LAST UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	IN RANGE	IN RANGE	PRICE	PRICE	PRICE	PRICE	PRICE	50,000	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX	X,XXX,XXX	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX	X,XXX,XXX	3,000,000	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX				
PRODUCTION QTY	W/FIRST ARTICLE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5																																									
FIRST UNIT	LAST UNIT	UNIT	UNIT	UNIT	UNIT	UNIT																																									
IN RANGE	IN RANGE	PRICE	PRICE	PRICE	PRICE	PRICE																																									
50,000	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX																																									
X,XXX,XXX	X,XXX,XXX	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX																																									
X,XXX,XXX	3,000,000	.XXXX	.XXXX	.XXXX	.XXXX	.XXXX																																									

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For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract of this contract, in addition to dutyfree entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6700)

THE DELIVERY SCHEDULE WILL BE NEGOTIATED AT THE TIME QUANTITIES ARE AWARDED. ANTICIPATE DELIVERIES OF APPROXIMATELY 20-30K TO COMMENCE 90 DAYS AFTER FIRST ARTICLE APPROVAL.

*** END OF NARRATIVE B 001 ***

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.246-4506 OSC	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL	FEB/1999
C-2	52.246-4535 OSC	STATEMENT OF WORK - AMMUNITION DATA CARDS	AUG/2002
C-3	52.210-4501 OSC	DRAWINGS/SPECIFICATION	MAR/1988

TDP 12929271 TDPL DATE 06/24/02

NSN 1375013151335 NOMENCLATURE CAP BLASTING NE M7

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

1. The following paragraph specifies Performance Oriented Packaging (POP) Test requirements that shall be included in this contract:

"PERFORMANCE ORIENTED PACKAGING: Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The Manufacturer/Laboratory in accordance with shall generate the POP test report DI-PACK-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted in accordance with DI-PACK-81059. For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if: (a) the initial POP test report expires before the end of the contract or (b) there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging is purchased while under an unexpired POP test."

2. The following paragraphs specify Item Hazard Classification requirements that shall be included in this contract:

"ITEM HAZARD CLASSIFICATION: All U.S. manufacturers shall make certain that the item is tested in accordance with Part 173, Subpart C, Section 173.58(a) of 49 CFR, Parts 106-180 to assign proper Class and Division for all explosives (Division 1.1, 1.2, 1.3 and 1.4 Explosives). Registration with the Associate Administrator of Hazardous Materials safety is required in accordance with Part 173, Subpart C, Section 173.56(b)(1) or 173.56(c) of 49 CFR so that proper markings in accordance with Part 172, Subpart D, Section 172.301(a) and 172.320(a) are met.

All foreign manufacturers shall make certain that the dangerous Goods are tested in accordance with United Nations Committee of Experts on the Transportation of Dangerous Goods (as published in UN Document ST/SG/AC.10.11 latest revision, Recommendations for the Transport of Dangerous Goods - Tests and Criteria) to determine the proper class and division (Class 1-9 and Division 1.1-1.6 for explosives). Registration for air and vessel transport is required with each manufacturing country's National Competent Authority and is issued in accordance with Part 2, paragraph 1.3 of the International Civil Aviation Organization (ICAO) Technical Instructions and approves the hazard classification and compatibility group assignment and assigns the appropriate shipping name to the dangerous goods. The proper packaging, marking and labeling is contained in the United Nations Committee of Experts on the Transport of Dangerous Goods (as published in UN Document ST/SG/AC.10.1, latest revision, recommendations on the Transport of Dangerous Goods).

For air transport, the dangerous goods must comply with the Provisions of the International Air Transport Associate (IATA) Dangerous Goods Regulations and for vessel transport, the dangerous goods must comply with the provisions of the Intergovernmental Maritime Organization's International Maritime Dangerous Goods Code (IMDG Code). These documents shall be forwarded to the U.S. Army Armament Munitions and Chemical Command (AMCCOM), Attn: AMSMC-PC, AMSMC-PG and AMSMC-SFS, Rock Island, IL 61299-6000 and to the U.S. Army Tank-automotive and Armaments Command, Armament Research, Development and Engineering Center (TACOM-ARDEC), Attn: AMSTA-AR-WEP and AMSTA-AR-QAW, Picatinny Arsenal, NJ 07806-5000."

3. WOOD PACKAGING MATERIALS: All non-manufactured wood used in packaging or unitization shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box, wood packaging, and pallet manufacturers shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. An international certification authority recognized by the U.S. Department of Agriculture must accredit an international source of wood. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging (between the encl cleats

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or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides.

4. The following spec has been cancelled and shall be replaced as specified below:

DOCUMENT	DELETE	REPLACE WITH
7553321	MIL-STD-417	Use Modified Neoprene IAW ASTM D2000 formulated as follows: M2BC 510 A14 B14 C12 F17 8830948; PL8830948 Add Distribution Statement A

5. The following cancelled specs have more than one replacement as shown in the TDPL. The replacement spec shown below shall apply to this TDP:

DOCUMENT	DELETE	REPLACE WITH
12913876	PPP-C-1752	A-A-59136
12913877	PPP-C-1752	A-A-59136
12913878	PPP-C-1752	A-A-59136
12913879	PPP-C-1752	A-A-59136
7553330	QQ-P-416	SAE AMS-QQ-P-416

6.The Distribution code for packaging drawings shall be as follows unless otherwise specified:

"DISTRIBUTION STATEMENT A
APPROVED FOR PUBLIC RELEASE
DISTRIBUTION IS UNLIMITED"

7. For MIL-C-45469 (Amendment 1) the following exceptions shall apply:

- a. Use A-A-1507, Clipboard to replace cancelled UU-C-282
- b. Use ASTM-D5118 and ASTM D1974 to replace cancelled PPP-B-636.
- c. Use ASTM-D4727 to replace cancelled PPP-F-320
- d. Use MIL-STD-2073-1C to replace cancelled MIL-P-116.
- e. Use MIL-STD-1916, DoD Preferred Methods for Acceptance of Product replacing cancelled MIL-STD-105:

For conformance verifications, use 100% inspection for critical characteristics (defects); for major characteristic (defects), use Verification Level IV (Table II, MIL-STD-1916); for minor characteristics, use Verification Level II (Table II, MIL-STD-1916).

DWG: 8830948 Replace RR-S-366 with ASTM-E-11 and ASTM-E-323 Both spec are required to cover the entire RR-S-366

ADD:

HCSDS	REV	DATE	NOMEN	REF-DOC
128	C	03/01/78	LEAD AZIDE	MIL-L-46225

Name of Offeror or Contractor:

Supplies procured under this contract are identified as follows:

NMFC 64200, CAT 3, UNO267, M7 NON-ELECTRIC BLASTING CAP

requiring Transportation Protective Service (TPS) in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Command (DCMC) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of Statement of Work)

(CS6101)

C-5	52.247-4504 OSC	TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR SHIPMENTS	MAY/1993
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(End of statement of work)

(CS7115)

C-6	52.247-4505 OSC	TRANSPORTATION SECURITY REQUIREMENTS FOR GOCO AND SUBCONTRACTOR SHIPMENTS	MAY/1993
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(End of statement of work)

(CS7116)

C-7	52.248-4502 OSC	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
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(End of Clause)

(CS7600)

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 020b06040202020204 Please disregard numbers shown above, computer error.	52.211-4508 OSC	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with 12913876 revision E, dated 21 Jan 97.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with 12913876, REVISION E, DATED 21 JAN 97.

EXCEPTION:

5. The following shall apply to drawing 12913876, REVISION E, DATED 21 JAN 97:

PERFORMANCE ORIENTED PACKAGING (POP) TESTING, REPORTING and MARKING:
In lieu of UN POP marking (Detail C) provided on drawing 12913876, the contractor is responsible to UN POP test, report and mark in accordance with the Engineering Exceptions found on Section C. DI-PACK-81059 applies.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

NOTE M13 - Use drawing 8796522, revision BJ, dated 1 APR 2002 in lieu of MIL-STD-129 for bar code label requirements and information to be encoded. Exception to 8796522: Note 6 and 12999545 do not apply.

Heat treat requirements for all non-manufactured wood used in packaging applies to this contract. See Section C.

(End of clause)

(DS6303)

D-2 020b06040202020204	52.247-4517 OSC	PALLETIZATION INSTRUCTION	MAR/1992
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Please disregard numbers shown above, computer error.

Palletization shall be in accordance with 19-48-4116/121Q, revision 1, dated SEP 93 and 19-48-4116, revision 7, dated sep 2001. ECP R2K3000 applies to 19-48-4116. Marking shall be in accordance with drawing ACV00561, Rev B, dated 1 Apr 2002.

Heat treat requirements for all non-manufactured wood used in the palletized load applies to this contract. See Section C.

(End of clause)

(DS6204)

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.245-4545	MIL-STD-1916	OCT/2000
	OSC		
E-4	52-246.4511	QUALITY MANAGEMENT SYSTEM	AUG/1999
	OSC		
E-5	52.246-4550	CRITICAL CHARACTERISTICS	JUN/2001
	OSC		
E-6	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- () ISO 9002
- (x) ISO 9001:2000; only design/development exclusions permitted
- () ISO 9001:2000; no exclusions permitted

or an alterate program/system approved by Headquarters, Joint Muntions Command, in effect on the contract date and which is hereby incorporated into this contract.

(End of Clause)

(EF6001)

E-7	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
	OSC		
FIRST ARTICLE TEST (CONTRACTOR TESTING)			
52.209-4512 OSC (MAY 1994)			

a. The first article shall consist of:

SEE MIL-C-45469E, PARA 4.3 AND TABLE I

which shall be examined and tested in accordance it contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

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Name of Offeror or Contractor:

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to HQ, JMC, AMSJM-CDB/CDC AND MCLNO.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)
(ES6031)

E-8	52.246-4506 OSC	STATISTICAL PROCESS CONTROL (SPC)	MAY/1994
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a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) Z1.1, Z1.2 and Z1.3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

b. The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has

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Name of Offeror or Contractor:

been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance _____

Contract Number(s) _____

c. The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

d. A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Section C. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

e. The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

f. Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor SHALL request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

h. The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of parameters or characteristics identified as critical in the technical data package, specifications or drawings of this contract if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

i. The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a

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value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

j. For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

k. Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph g above.

1. Not used.

m. Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

n. The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

(End of Clause)

(ES6034)

E-9	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	OSC		

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

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E-1052.246.4531ACCEPTANCE INSPECTION EQUIPMENTMAY/1994

OSC

- a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.
- b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.
- c. All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.
- d. Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.
- e. Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.
- f. The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of Clause)

(ES7010)

E-1152.246-4532DESTRUCTIVE TESTINGMAY/1994

OSC

- a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.
- b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.
- c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.
- d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.
- e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	APR/1984
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-7	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-8	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box _____, Fiber Box _____, Barrel _____, Reels _____, Drums _____,

Other (specify) _____

(ii) Shipping Configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____

(iii) Size of container: _____ (length), _____ x _____ (width), _____ x _____ (height), _____ Cubic Ft;

(iv) Number of items per container: _____ Each;

(v) Gross Weight of container and contents _____ Lbs;

(vi) Palletized/skidded _____ Yes _____ No,

(vii) Number of containers per pallet/skid _____ ;

(viii) Weight of empty pallet/skid and sides _____ Lbs;

(ix) Size of pallet/skid and contents _____ Lbs Cube ; _____

(x) Number of containers or pallets/skids per railcar _____ *

Size of railcar _____

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Name of Offeror or Contractor:

Type of railcar _____

(xi) Number of containers or pallets/skids per trailer _____*

Size of trailer _____Ft

Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____ ;

(ii) Tender/Tariff _____ ;

(iii) Item _____ .

(End of clause)

(FF6012)

F-9 52.247-33 F.O.B. ORIGIN, WITH DIFFERENTIALS JUN/1988

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____(carload, truckload, less-load,
_____wharf, flatcar, driveaway, etc.)

(End of clause)

(FF7005)

F-10 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993
OSC

(End of Clause)

(FS7240)

F-11 52.247-4533 ACCELERATED DELIVERIES, CONTRACTOR INITIATED MAR/1988
OSC

(End of Clause)

(FS7405)

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	223.370- 4(A)(3) OSC	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING CONTRACT COMPLETION OR TERMINATION	JUN/1999
H-3	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification NO.
----------	--------------------

(If none, insert NONE)

* * *

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander
U.S. Army Joint Munitions Command (JMC)
ATTN: AMSJM-SF
Rock Island, IL 61299-6000

Commander
U.S. Army Joint Munitions Command (JMC)
ATTN: AMSIO-TT
Rock Island, IL 61299-6000

Commander
U.S. Army Joint Munitions Command (JMC)
ATTN: AMSJM-CCA-M
Rock Island, IL 61299-6000

Commander

Name of Offeror or Contractor:

U.S. Army Tank Automotive Command-Rock Island (TACOM-RI)
ATTN: AMSTA-AR-WEP-RP
Rock Island, IL 61299-7630

(HF6011)

H-4 246.671 DFARS MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) JAN/1995

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be EMAILED by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Commander
U.S. Army Joint Munitions Command
ATTN: AMSJM-CCA-M
Janet.Batson@US.Army.Mil
Rock Island, IL 61299-6000

2. Production Management

Commander
U.S. Army Joint Munitions Command
Carol.Braucht@US.Army.Mil
Rock Island, IL 61299-6000

3. Customer

Commander
U. S. Army Joint Munitions Command
Attn: MCLNO
Rock Island, IL 61299-6000

3. Send additional copies in accordance with Table 1 and Table 2.

(End of clause)

(HA6025)

H-5 242-1107(B) INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS JUN/1996
DFARS REPORTS

b. The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be emailed as follows:

ACTIVITY	ADDRESS	NO. OF COPIES
Purchasing Office (PCO)	See Award document. U.S. Army Joint Munitions Command ATTN: AMSJM-CCA-M janet.batson@us.army.mil Rock Island, IL 61299-6000	1
Administration Office (ACO)		3

Name of Offeror or Contractor:

Production Manager

Commander1
U.S. Army Joint Munitions Command
ATTN: AMSOS-CDC
carol.bracht@us.army.mil
Rock Island, IL 61299-6000

Project Manager

Commander1
U.S. ARMY JOINT MUNITIONS COMMAND
ATTN: MCLNO
Rock Island, IL 61299-6000

(End of Clause)

(HA6026)

H-6

52.242-4506

PROGRESS PAYMENT LIMITATION

MAR/1988

OSC

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed TEN percent (10%) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-7

28.306(B)

REQUIRED INSURANCE

AUG/1995

(End of Clause)

(HF7020)

H-8

252.217-7026

IDENTIFICATION OF SOURCES OF SUPPLY

NOV/1995

DFARS

****(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply			Actual Mfg
			Company	Address	Part No.	
"(1)	(2)	(3)	(4)	(4)	(5)	(6)
_____	_____	_____	_____	_____	_____	_____

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list ''none.''
- (3) Use ''Y'' if the item is a commercial item; otherwise use ''N''. If ''Y'' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use ''Y'' if the source of supply is the actual manufacturer; ''N'' if it is not; and ''U'' if unknown.

Name of Offeror or Contractor:

(End of clause)

NOTE:

a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

H-9 252.223-7001 HAZARD WARNING LABELS DEC/1991
DFARS

****(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None")	ACT
_____	_____

_____ ***

(End of Clause)

(HA7704)

H-10 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002
DFARS

(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	
DESCRIPTION	LINE ITEMS	QUANTITY

TOTAL

(End of Clause)

(HA7502)

H-11 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA NOV/1995
DFARS

(End of clause)

(HA7503)

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Name of Offeror or Contractor:		

H-12	245.7310-1 DFARS	DEMILITARIZATION	JUL/1996
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When demilitarization of property is required, whether on or off contractor or Government premises, the invitation must include the following clause:

- (a) DEMILITARIZATION.
- Item(s) M7 Blasting Cap require demilitarization by the Purchaser in the manner and to the degree set forth below:
- (1) For property located in the United States insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 2 of Defense, Demilitarization Manual;
- (2) For property located outside the United States, insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 3 of DoD 4160.21-M-1, Defense Demilitarization Manual.
- (b) DEMILITARIZATION ON GOVERNMENT PREMISES. Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been completed and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Components parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all cost incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.
- (c) DEMILITARIZATION ON NON-GOVERNMENT PREMISES. Property requiring demilitarization shall be demilitarized by the Purchaser under supervision of qualified Department of Defense personnel. Title shall not pass to the Purchaser until demilitarization has been completed by the Purchaser and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Component parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all costs incident to the demilitarization.
- (d) FAILURE TO DEMILITARIZE. If the Purchaser fails to demilitarize the property as specified in the contract, the Contractor may, upon giving ten days written notice from date of mailing to the Purchaser --
- (1) Repossess, demilitarize, and return the property to the Purchaser. The Purchaser hereby agrees to pay to the Contract, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property to the Purchaser.
- (2) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the excess costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay theses excess costs to the Contractor.
- (3) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these excess costs from the original purchase price and refund the balance of the p;urchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contract exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.
- (End of Clause)

(HA7800)

H-13	52.247-4545 OSC	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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Name of Offeror or Contractor:			

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-16	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-18	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-19	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-20	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-21	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-22	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-23	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-25	52.232-1	PAYMENTS	APR/1984
I-26	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-27	52.232-11	EXTRAS	APR/1984
I-28	52.232-16	PROGRESS PAYMENTS (MAR 2000) - ALTERNATE I (MAR 2000)	MAR/2000
I-29	52.232-17	INTEREST	JUN/1996
I-30	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-31	52.232-25	PROMPT PAYMENT	MAY/2001
I-32	52.233-1	DISPUTES	JUL/2002
I-33	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-34	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-35	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-36	52.242-13	BANKRUPTCY	JUL/1995
I-37	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-38	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-39	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-40	52.248-1	VALUE ENGINEERING	FEB/2000
I-41	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-42	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-43	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-44	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
	DFARS		
I-45	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-46	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
	DFARS		
I-47	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
	DFARS		
I-48	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
I-49	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
	DFARS		
I-50	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991

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Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
	DFARS		
I-51	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
	DFARS	THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-52	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	MAR/1998
	DFARS	GOVERNMENT OF A TERRORIST COUNTRY	
I-53	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
	DFARS		
I-54	252.223-7003	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
	DFARS		
I-55	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
	DFARS		
I-56	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
	DFARS	COMPONENTS)	
I-57	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
	DFARS		
I-58	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
	DFARS		
I-59	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-60	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
	DFARS		
I-61	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
I-62	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
	DFARS		
I-63	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
	DFARS		
I-64	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-65	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		

I-66 52.216-18 ORDERING OCT/1995
(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by individuals or activities designated in the Schedule. Such orders may be issued from CY03 through CY07.

(End of Clause)

(IF6088)

I-67	52.216-19	ORDER LIMITATIONS	OCT/1995
<p>(a) Minimum order. When the Government requires supplies covered by this contract in a total yearly amount of less than the the minimum Government quantity, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.</p> <p>(b) Maximum order. The Contractor is not obligated to honor -</p> <p>(1) Any order for a single item in excess of the Government maximum quantity; or</p> <p>(2) A series of orders from the same ordering office within a calendar year that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.</p> <p>(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.</p> <p>(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) working days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice,</p>			

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the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6089)

I-68 52.216-21 REQUIREMENTS OCT/1995

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the final delivery for the last quantity awarded in CY07.

(End of Clause)

(IF6076)

I-69 52.243-7 NOTIFICATION OF CHANGES JAN/2001

(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, with 30 (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(d) Government response. The Contracting Officer shall promptly, within 30 (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--***

(End of clause)

(IF6250)

I-70 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE MAY/2001

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance --

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defect(s).

(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

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(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

(End of Clause)

(IF6070)

I-71 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999
DFARS
***(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
CAP BLASTING NE M7	1375-01-315-1335	CAT III

(End of clause)

(IA6200)

I-72 252.243-7000 ENGINEERING CHANGE PROPOSAL SEP/1999
DFARS

(c) When the price** of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A contractor pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price*, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

(IA6510)

I-73 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING SEP/1989
(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked "FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

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Name of Offeror or Contractor:

(IF7018)

I-74 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)
(IF7016)

I-75 29.303(C) CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1) MAY/1992

(End of clause)
(IF7002)

I-76 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS MAR/1999
DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI Process in lieu of military or Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use \, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal
Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

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(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-77252.243-7002REQUESTS FOR EQUITABLE ADJUSTMENTMAR/1998

DFARS

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-7852.201-4500AUTHORITY OF GOVERNMENT REPRESENTATIVEFEB/1993

OSC

AUTHORITY OF GOVERNMENT REPRESENTATIVE

52.201-4500 OSC(FEB 1993)

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS		005	
Attachment 001	DOCUMENT SUMMARY		003	
Attachment 002	LIST OF ADDRESSES		001	
Attachment 003	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST (CDRL)		002	
Attachment 004	INSTRUCTION FOR COMPLETING DD FORM 1423		001	
Attachment 005	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 006	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 007	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 008	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)		002	
Attachment 009	SECURITY STATEMENT OF WORK (SOW)		003	
Attachment 010	EVALUATION CRITERIA FOR PRICE		001	

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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	APR/2002
(a)(1) The North American Industry Classification System (NAICs) code for this acquisition is 325920.			
(2) The small business size standard is 750 employees.			

(b) Representations.

(1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

*** (End of provision)

(KF6003)

K-4	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 02) - ALTERNATE 1 (APR 02)	APR/2002
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(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:

Black American

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Name of Offeror or Contractor:

Hispanic American

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(KF6004)

K-5 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above_____

_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(End of Provision)

(KF7005)

K-6 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(d) Taxpayer Identification Number (TIN).

- () TIN:
- () TIN has been applied for.
- () TIN is not required because
- () Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- () Offeror is an agency or instrumentality of a foreign government;
- () Offeror is an agency or instrumentality of a Federal government; _

_e) Type of organization.

- () Sole proprietorship
- () Partnership
- () Corporate entity (not tax-exempt);
- () Corporate entity (tax-exempt);
- () Government entity (Federal, State, or local);
- () Foreign government
- () International organization per 26 CFR 1.6049-4;
- () Other

(f) Common Parent.

- () Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- () Name and TIN of common parent:
 - Name:
 - TIN:

(End of Provision)

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Name of Offeror or Contractor:

(KF7043)

K-752.204-5WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)MAY/1999

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ____ is a women-owned business concern.

(End of provision)

(KF7022)

K-852.207-4ECONOMIC PURCHASE QUANTITY - SUPPLIESAUG/1987

As prescribed in 7.203, insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(KF7003)

K-952.209-5CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERSDEC/2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()

are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()

have not (),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

(C)Are ()

are not ()

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ()

has not (),

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

Name of Offeror or Contractor:

(End of Provision)

(KF7033)

K-10	52.215-6	PLACE OF PERFORMANCE	OCT/1997
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(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent check "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY STATE, COUNTY, ZIP-CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
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(End of provision)

(KF7035)

K-11	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
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The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-12	52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR/1984
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The offeror represents that (a) it

() has developed and has on file,
() has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-13	252.225-7000	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE	SEP/1999
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DFARS

Name of Offeror or Contractor:

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
<div></div>	<div></div>
<div></div>	<div></div>

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known
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(End of Provision)

(KA7702)

K-14

252.247-7022

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

AUG/1992

DFARS

(b) Representation.

The Offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

(KA7500)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS	MAY/2001
L-4	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-5	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-6	52.232-14	NOTICE OF AVAILABILITY OF PROGRESS PAYMENTS EXCLUSIVELY FOR SMALL BUSINESS CONCERNS	APR/1984
L-7	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	AUG/1999
L-8	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DOA6 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LF6019)

L-9	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of Provision)
(LF6008)

L-10	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Department of the Army
HQ, Joint Munitions Command
ATTN: AMSJM-CCA-M/M. Haldeman
1 Rock Island Arsenal
Rock Island, IL 61299-6000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6021)

L-11	52.211-4510 AMC	PARTNERING	AUG/2001
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***The principal government representatives for this effort will be as follows:

Mark Haldeman - Procuring Contracting Officer
Janet Batson - Contract Specialist

(End of Provision)

(LM6100)

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L-12	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

L-13	52.212-4501	ELECTRONIC AWARD NOTICE	APR/2001
	OSC		

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/or> the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

(End of provision)

(LS7100)

EVALUATION FACTOR INFORMATION:

1. THE EVALUATION FACTORS FOR THIS ACQUISITION ARE LOCATED IN SECTION M OF THIS SOLICITATION UNDER THE CLAUSE ENTITLED "EVALUATION FACTORS FOR AWARD".

2. IN ADDITION TO THOSE FACTORS OUTLINED IN SECTION M, THE EVALUATION OF PROPOSED COSTS WILL BE ACCOMPLISHED IN ACCORDANCE WITH ATTACHMENT 10, "EVALUATION CRITERIA FOR PRICE".

*** END OF NARRATIVE L 001 ***

I. Instructions and Conditions, for Submission of Proposals:

A. The proposal shall consist of the following:

(1) One executed signed copy of the solicitation and

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Name of Offeror or Contractor:

all amendments which shall include offerors' proposed price; and

(2) Separate Volume, as follows:

(a) Volume I Technical Plan (5 copies)

B. The complete proposal, including executed solicitation and all amendments, and all copies of the Technical Plan will be forwarded to the following address:

U. S. Army Joint Munitions Command
Ammunition Contracting Team
ATTN: AMJMC-CCA-M/Janet Batson
BLDG 350 6TH FLOOR
Rock Island, IL 61299-6000

II. Preparation for the Technical Plan:

A. The offeror's Technical Plan is to be submitted as a completely separate volume from the executed solicitation. Information intended for the Government to consider shall be confined to that volume. Offerors are cautioned that failure to include the requested information could result in the information not being considered and the proposal being downgraded accordingly. This volume will be treated independently:

Volume I: Technical Plan

B. Offerors are cautioned that incorporated by reference is not allowed. Page size shall not exceed 8 1/2 by 11 inches. Foldout sheets may be used.

C. Each offeror shall prepare its proposal following the format specified in this section.

III. Specific Instruction to be submitted for Volume I:

In order for the offeror's proposal to be acceptable, it must reflect a complete understanding of the Request for Proposal (RFP) and demonstrate the technical capability to perform the overall effort in accordance with the critical quality requirements. An index shall be included in Volume I with narrative title cross-referenced to the applicable paragraphs of each section. Discussions text shall be identified by the same title used for discussion text. The offeror shall submit the Technical Plan and Price addressing the elements listed below: INFORMATION FOR SUBCONTRACTORS IS ALSO REQUIRED FOR EACH FACTOR/SUBFACTOR (IF APPLICABLE).

A. Technical Plan:

- (1) Quality Management System: The offeror must possess a Quality Management System equivalent to ANSI/ASOC Q9001 or Q9002 minimum. The offeror's description of the quality manufacturing system must define its organizational structure, responsibilities, procedures, processes and resources proposed for implementing quality management. In addition, the offeror is required to submit its Level I Quality Manual along with documentation demonstrating ability for implementing an acceptable Statistical Process Control Plan (SPC) (General and Detailed) with its proposal.
- (2) Essential Skills: The offeror must have personnel within the Quality Management structure having adequate background in quality management and implementation of process controls, or a recruitment plan to fill any vacant positions.
- (3) Quality Control: The offeror must demonstrate evidence of a structured Statistical Process Control system designed to reduce variation in processes affecting key product characteristics defined by the SPC contract clause as all critical and major characteristics. This factor may also include a summary of on-going product improvement activities. The offeror must provide information accordingly:
 - (a) Corrective actions it plans to take to improve its process and/or to solve quality problems, which it may encounter, and information regarding how it

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plans to reduce Requests for Waivers (RFWs) on this project. This needs to be a present document - nothing in the past.

(b) Information regarding how it plans to reduce Quality Deficiency reports (QDRs).

(c) Information regarding how it plans to control Critical Characteristics and comply with the Critical Characteristics clause in the contract.

B. Price: The offeror will submit prices in accordance with Section B of the executed solicitation. Offerors shall also provide information in Section M for Government Owned Production and Research Property and Transportation (if applicable). Offerors are not required to submit Cost and Pricing Data or Information unless required by the Contracting Officer.

*** END OF NARRATIVE L 002 ***

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-47	EVALUATION - F.O.B. ORIGIN	APR/1984
M-2	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

TECHNICAL PLAN AND PRICE
(End of Provision)

(MF6012)

M-3	52.247-49	DESTINATION UNKNOWN	APR/1984
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For the purpose of evaluating offers and for no other purpose, the final destination(s) for the supplies will be considered to be as follows:

Crane Army Ammunition Plant, Lada, In - 33.33%
Tooele Army Depot, Warner, UT - 33.33%
McAlester Army Ammunition Plant, Navy, OK - NMFC 64300/UFC 35610, 33.33%

(End of Provision)

(MF6007)

M-4	15.304(C)	EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD	OCT/1997
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(a) The Government expects to award a contract to that offeror whose proposal is determined to represent the "best value" to the Government. Best value is determined by an integrated assessment of the evaluation factors. Award will be based upon the evaluation factors provided herein.

AWARD WILL BE MADE TO THE LOWEST EVALUATED PRICE OF PROPOSAL MEETING OR EXCEEDING THE ACCEPTABILITY STANDARDS OF THE TECHNICAL PLAN.

(End of Provision)

(MF6025)

M-5	47.305-12	TRANSPORTATION EVALUATION	JAN/1995
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Name of Offeror or Contractor:

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

Cap, Blasting, M7, Non-Electric

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

Crane Army Ammunition Plant, Lada, In - 33.33%

Tooele Army Depot, Warner, UT - 33.33%

McAlester Army Ammunition Plant, Navy, OK - NMFC 64300/UFC 35610, 33.33%

(d) Evaluation will include the quantities and sources of government furnished material listed below.

None

* * *

(End of Provision)

(MF6020)

M-6 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION
DFARS

MAR/1998

(a) Does the offeror propose to furnish--

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or materials of foreign origin other than those for which Duty-Free Entry is to be accorded pursuant to the Duty-Free Entry---Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products Clause of this solicitation?

Yes ()

No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ()

No ()

(2) Has the duty on such foreign supplies been paid?

Yes ()

No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

* * *

(End of provision)

(MA7700)

M-7	52.245-4519	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY
	OSC	

AUG/1993

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed

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subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

___Offer is predicated on use of Government property in offeror's possession.

___Offer is predicated on use of Government property in offeror's proposed subcontracts of vendors.

Identification of facilities contract or other agreement under which such property is held!

Type of Contract or Agreement:_____

Number and Date:_____

Cognizant Government Agency (including address): _____

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror:___months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{\text{TxRxPxS}}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount

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of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

- (j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.
- (1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.
- (2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:
 - (i) Refuse to authorize the subcontractors use of such property, or;
 - (ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)
(MS7005)

M-8 42.1501-4500 PERFORMANCE EVALUATION CRITERIA OCT/1999
OSC

(End of Provision)
(MS7015)

EVALUATION OF PROPOSED PRICE WILL BE ACCOMPLISHED IN ACCORDANCE WITH ATTACHMENT 10 "EVALUATION CRITERIA FOR PRICE" AND SECTION M.

*** END OF NARRATIVE M 001 ***

- Basis for Award:
- a. A 100% Small Business Set-Aside, Best Value, Competitive, Firm Fixed Priced, requirements contract is contemplated for award.
 - b. Evaluation Factors:
 - (1) Technical Plan
 - a. Quality Management System
 - b. Essential Skills
 - c. Quality Control
 - (2) Price
 - c. All proposals timely received will be evaluated and an award will be made to the lowest priced, technically acceptable, responsible offeror complying with the terms of the request for proposals.
 - d. An offeror must quote on all items in this solicitation to be eligible for award.
 - e. The pricing evaluation will be done by a the Pricing section and will include prices for each total CLIN quantity for FY03 thru FY07, prices with First Article, a transportation evaluation and adjustment for any government furnished property (if applicable).

Evaluation Factors Rating:

- a. All proposals timely received will be evaluated and an award will be made to the lowest priced, technically acceptable, responsible offeror complying with the terms of the request for proposals.

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b. Proposals will be determined as acceptable or not acceptable. Assumptions, preconceived ideas, and personal knowledge or opinions not supported by material provided in the proposal will not be considered.

c. Proposals will be rated on the basis of their response to the RFP. Only factors/sub-factors identified in Section M of the RFP will be evaluated.

*** END OF NARRATIVE M 002 ***